

EXHIBIT E

Lease Termination Agreement

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (the "Agreement") is made as of this ____ day of _____ 2008, by and between _____ ("Landlord"), and _____ ("Tenant").

W I T N E S S E T H :

WHEREAS, Landlord and Tenant are parties to a lease dated _____ (as the same may have been amended from time to time, and together with any and all other leases or agreements affecting the Premises (as defined below), the "Lease"), covering certain premises commonly known as _____ (the "Premises"), on the terms and conditions set forth therein; and

WHEREAS, on October 26, 2008 (the "Petition Date"), Tenant, Value City Holdings, Inc. and certain of their affiliates and subsidiaries (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), jointly administered under Case No. 08-14197; and

WHEREAS, except as otherwise provided herein, and subject to the conditions set forth herein, the parties desire to terminate the Lease, effective as of such date as may be elected by Tenant, which shall be no later than _____ (the "Termination Date").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby covenant and agree as follows:

1. Within two(2) business days after the Bankruptcy Court's approval of this Agreement, Landlord shall pay to Tenant, as consideration for the effectiveness of Tenant's surrender of the Lease, the sum of _____ Dollars (\$) _____) by wire transfer or an endorsed bank or certified check.
2. As of the Termination Date, Tenant hereby surrenders the Premises to Landlord "AS IS, WHERE IS AND WITH ALL FAULTS" and does hereby give, grant and surrender unto Landlord all of Tenant's right, title and interest in and to the Premises, including, without limitation, all of Tenant's right, title and interest in, to and under the Lease, and Landlord hereby accepts such surrender. Except as otherwise provided herein, each of the parties hereto acknowledges performance of all obligations of the other parties under the Lease or otherwise in connection with the Premises through and including the date of this Agreement, and agree that, from and after the Termination Date, the Lease and all rights and obligations of the parties thereunder, shall be deemed to have expired and terminated as fully and completely and with the same force and effect as if such date were the termination date set forth in the Lease, and that the Lease is hereby agreed to be null and void and of no further force and effect as of that date. In addition, any and all rights and obligations of the parties which may have arisen in connection with the Premises shall be deemed to have expired and terminated as of the

Termination Date. Tenant and its officers, directors, employees, agents and contractors, its attorneys, and its real estate consultants are not making nor will they make and expressly disclaim making any written or oral statements, representations, warranties, promises or guarantees, whether express, implied or by operation of law or otherwise, with respect to the Lease, the Premises or the accuracy or completeness of any information provided.

3. As of the Termination Date, except as to the obligations of Tenant pursuant to this Agreement, Landlord hereby releases and discharges Tenant, the other Debtors and their respective successors and assigns of and from all manner of actions, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity which Landlord ever had, now has or hereafter can, shall or may have against Tenant and the other Debtors or their successors or assigns for, upon or by reason of any matter, cause or thing whatsoever relating to or arising out of the Lease, this Agreement or the Premises, including but not limited to, all lease rejection claims (whether arising under section 502 or 365 of the Bankruptcy Code or otherwise), administrative expense claims, or claims relating to Tenant's pre- or post- Petition Date use and occupancy of the Premises.
4. To the extent Landlord has filed or does file any proof of claim with respect to the Lease or the Premises, Landlord consents to the expungement of such claims, with prejudice. To the extent Landlord has filed or does file a request for payment of administrative expenses in connection with the Lease, such request shall be deemed denied with prejudice.
5. Tenant's surrender of the Lease shall not include personal property, inventory, fixtures, trade fixtures, or other furnishings or equipment located in or on the Premises and owned by Tenant. Tenant reserves the right either to sell such personal property to any party, to abandon any or all of the personal property located on the Premises, or to make such other arrangements as may be appropriate. In the event of abandonment of the personal property, Landlord shall be responsible for the removal thereof.
6. If applicable, all sales, transfer and recording taxes, stamp taxes or similar taxes, if any, relating to the surrender of the Lease shall be the sole responsibility of the Landlord and shall be paid to Tenant or to the title company as of the Termination Date.
7. This Agreement and each of its provisions are binding upon and shall inure to the benefit of Tenant's and each of the other Debtors' successors and assigns including a trustee, if any, subsequently appointed under chapter 7 or 11 of the Bankruptcy Code.

8. This Agreement and the actions contemplated hereunder are subject to the approval of the Bankruptcy Court. Upon full execution of this Agreement, the Debtors will promptly seek approval of such Agreement.
9. Each of the parties hereto warrant and represent that it has the right and authority to enter into this Agreement, provided, however, Tenant's right and authority is subject to the approval of its pre-petition and post-petition secured lenders and the Bankruptcy Court.
10. This Agreement, and any agreement and/or instruments delivered in connection herewith, contain the entire agreement between the parties hereto and except as otherwise specifically set forth herein, supersede all prior agreements and undertakings between the parties hereto or any of them or any of their affiliates relating to the subject matter hereof.
11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of the Agreement to present any copy, copies or facsimiles signed by the parties to be charged.
12. This Agreement shall be governed by the laws of the State of New York, and any disputes shall be resolved by the Bankruptcy Court, which shall have exclusive jurisdiction at all times that the Debtors' bankruptcy case is pending.
13. Any and all sales, transfer and recording taxes, stamp taxes or similar taxes, if any, relating to the termination of the Lease shall be the sole responsibility of Landlord and shall be paid, if applicable, to the proper governing body on the Termination Date.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date and year first written above.

LANDLORD

[Name]

By: _____
 Name: _____
 Title: _____

TENANT

By: _____
 Name: _____
 Title: _____